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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Seyed R. Zarabadi et al.Application No./Patent No.: 6,761,070 Filed/Issue Date: July 13, 2004Entitled: MICROFABRICATED LINEAR ACCELEROMETERGoogle Inc. \_\_\_\_\_, a corporation

(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

**OR**

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Seyed R. Zarabadi et al. To: Delphi Technologies, Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel 012574, Frame 0097, or for which a copy thereof is attached.

2. From: Delphi Technologies, Inc. To: Google Inc.

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/H. Sanders Gwin, Jr./

Signature

2011-09-15

Date

H. Sanders Gwin, Jr.651-286-8361

Printed or Typed Name

Telephone Number

Attorney, Reg. No.: 33,242

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (i.e., GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

## ASSIGNMENT OF PATENT RIGHTS

This Assignment of Patent RIGHTS (the "**Assignment**") is executed, acknowledged and delivered by Delphi Technologies, Inc., a Delaware company, with its principal place of business at Delphi Drive, Troy, Michigan 48098 ("**Assignor**"), in accordance with, and pursuant to the terms and conditions of the Patent Purchase Agreement having an Effective Date of May 27, 2011 (the "**Agreement**") between Assignor, as Seller and Google Inc., a Delaware corporation ("**Assignee**"). Capitalized terms used herein and not expressly defined shall have the meaning ascribed to such terms in the Agreement.

"**Listed Patents**" means the provisional patent applications, patent applications, and patents listed on Exhibit A.

"**Patents**" means, all (a) Listed Patents; (b) patents or patent applications (whether expressly enumerated or not in the Listed Patents) (i) to which any of the Listed Patents claims priority, (ii) for which any of the Listed Patents forms a basis for priority, and/or (iii) which are subject to a terminal disclaimer with any of the Listed Patents; (c) reissues, reexaminations, extensions, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, divisions, and registrations of any item in any of the foregoing categories (a) and (b); and (d) foreign corresponding patents, patent applications and counterparts relating to any item in any of the foregoing categories (a) through (c), including, without limitation, certificates of invention and utility models.

### NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor agrees to and does hereby irrevocably sell, assign, transfer and convey unto said Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest (i) in and to the Patents, the same to be held and enjoyed by said Assignee for its own use, and for the use of its successors, assigns, or other legal representatives to the end of the term or terms for which said Patents may be granted as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (ii) in and to causes of action and enforcement rights for the Patents including all rights to pursue damages, injunctive relief and other remedies for past and future infringement of the Patents; and (iii) to apply in any and all countries for the world for patents, certificates of invention or other governmental grants for the Patents. Assignor also hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents or certificates of invention which may be granted upon any of the Patents in the name of Assignee, as the assignee to the entire interest therein.

Notwithstanding anything to the contrary herein, Assignor is executing and delivering this Assignment in accordance with and subject to all of the terms and provisions of the Agreement. In the event of any conflict between the terms of this Assignment and those of the Agreement, the terms of the Agreement shall be controlling.

This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the United States in respect to patent issues and in all other respects by the laws of the State of California, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 24 day of JUNE 2011.

**ASSIGNOR:**

Delphi Technologies, Inc.

By: 

Name: Timothy Forbes

Title: Vice President

**ATTESTATION**

The undersigned witnessed the signature of TIMOTHY FORBES to the above Assignment of Patent Rights on behalf of Assignor and makes the following statements:

1. I am over the age of 18 and competent to testify as to the facts in this Attestation block if called upon to do so.
2. TIMOTHY FORBES is personally known to me (or proved to me on the basis of satisfactory evidence) and appeared before me on 6/24/11 to execute the above Assignment of Patent Rights on behalf of Assignor.
3. TIMOTHY FORBES subscribed to the above Assignment of Patent Rights on behalf of Assignor.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

EXECUTED on 24 JUNE 2011 (date)

  
Print Name: NASSER LUKMANI

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# AMENDED EXHIBIT A

Delphi #	Country	US Patent #	Description
H-186442	US	08/416235	SELF-COMPENSATING ACCELEROMETER
H-198050			
CTP to H-186442	US	5698785	SELF-COMPENSATING ACCELEROMETER
H-194679	US	5721162	ALL-SILICON MONOLITHIC MOTION SENSOR WITH INTEGRATED CONDITIONING CIRCUIT
	EP	0772045	ALL-SILICON MONOLITHIC MOTION SENSOR WITH INTEGRATED CONDITIONING CIRCUIT
	DE	0772045	ALL-SILICON MONOLITHIC MOTION SENSOR WITH INTEGRATED CONDITIONING CIRCUIT
	FR	0772045	ALL-SILICON MONOLITHIC MOTION SENSOR WITH INTEGRATED CONDITIONING CIRCUIT
	GB	0772045	ALL-SILICON MONOLITHIC MOTION SENSOR WITH INTEGRATED CONDITIONING CIRCUIT
H-195981	US	5736641	CAPACITANCE DECODED ACCELEROMETER
H-196719	US	5831162	SILICON MICROMACHINED MOTION SENSOR AND METHOD OF MAKING
H-199261	US	5866796	METHOD AND APPARATUS FOR DETECTING FAILURE IN VIBRATING SENSORS
H-193143	US	5652374	METHOD AND APPARATUS FOR DETECTING FAILURE IN VIBRATING SENSOR
H-198884	US	5872313	TEMPERATURE-COMPENSATED SURFACE MICROMACHINED ANGULAR RATE SENSOR
H-203457	US	6128954	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
	EP	1014037	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
	CH	1014037	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
	DE	1014037	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
	FR	1014037	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
	GB	1014037	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
	NL	1014037	SPRING FOR A RESONANCE RING OF AN ANGULAR RATE SENSOR
II-204679	US	6305222	ROAD VIBRATION COMPENSATED ANGULAR RATE SENSOR
	DE	1055908	ROAD VIBRATION COMPENSATED ANGULAR RATE SENSOR
	FR	1055908	ROAD VIBRATION COMPENSATED ANGULAR RATE SENSOR
	GB	1055908	ROAD VIBRATION COMPENSATED ANGULAR RATE SENSOR
DP-303435	US	6393914	ANGULAR ACCELEROMETER
DP-307174	US	6666092	ANGULAR ACCELEROMETER HAVING BALANCED INERTIA MASS
	DE	1340984	ANGULAR ACCELEROMETER HAVING BALANCED INERTIA MASS
	FR	1340984	ANGULAR ACCELEROMETER HAVING BALANCED INERTIA MASS
	GB	1340984	ANGULAR ACCELEROMETER HAVING BALANCED INERTIA MASS
DP-306551	US	6761070	MICROFABRICATED LINEAR ACCELEROMETER
DP-311928	US	11/081427	LINEAR ACCELEROMETER
DP-312388	US	7250322	METHOD OF MAKING MICROSENSOR
	EP	1702884	METHOD OF MAKING MICROSENSOR
DP-313239	US	7293460	MULTI-PLANE-AXIS LINEAR ACCELEROMETER
H 194593	US	5663508	SILICON FLOW SENSOR
H-197761	US	5879572	METHOD OF PROTECTING SILICON WAFERS DURING WET CHEMICAL ETCHING
H-198509	US	5915281	SILICON FORCE AND DISPLACEMENT SENSOR
H-199569	US	5932809	SENSOR WITH SILICON STRAIN GAGE
H-201365	US	6062461	PROCESS FOR BONDING MICROMACHINED WAFERS USING SOLDER
DP-300150	US	6428713	MEMS SENSOR STRUCTURE AND MICROFABRICATION PROCESS THEREFOR
		10/141740	MEMS SENSOR STRUCTURE AND MICROFABRICATION PROCESS THEREFOR
DP-302242	US	6685844	DEEP REACTIVE ION ETCHING PROCESS AND MICROELECTROMECHANICAL DEVICES FORMED THEREBY

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DP- 300151	US	6750152	METHOD AND APPARATUS FOR ELECTRICALLY TESTING AND CHARACTERIZING FORMATION OF MICROELECTRIC FEATURES
H-204402	US	6750521	SURFACE MOUNT PACKAGE FOR A MICROMACHINED DEVICE
DP- 307129	US	6828172	PROCESS FOR A MONOLITHICALLY-INTEGRATED MICROMACHINED SENSOR AND CIRCUIT
		10/955,128	PROCESS FOR A MONOLITHICALLY-INTEGRATED MICROMACHINES SENSOR AND CIRCUIT
		60/354,589	PROCESS FOR A MONOLITHICALLY-INTEGRATED MICROMACHINES SENSOR AND CIRCUIT
DP- 310613	US	7026645	LEAK DETECTION METHOD AND MICRO-MACHINED DEVICE ASSEMBLY
DP- 302242	US	7077007	DEEP REACTIVE ION ETCHING PROCESS AND MICROELECTROMECHANICAL DEVICES FORMED THEREBY
		10/715758	DEEP REACTIVE ION ETCHING PROCESS AND MICROELECTROMECHANICAL DEVICES FORMED THEREBY
DP- 309106	US	7118991	ENCAPSULATION WAFER PROCESS
DP- 313331	US	7179668	TECHNIQUE FOR MANUFACTURING SILICON STRUCTURES
DP- 313244	US	7214324	TECHNIQUE FOR MANUFACTURING MICRO-ELECTRO MECHANICAL STRUCTURES
DP- 313662	US	7294552	ELECTRICAL CONTACT FOR A MEMS DEVICE AND METHOD OF MAKING
DP- 313333	US	7372115	THERMALLY ISOLATED MEMBRANE STRUCTURE
DP- 315105	US	7510894	POST LOGIC ISOLATION OF SILICON
DP- 313246	US	7524767	METHOD FOR MANUFACTURING A MICRO-ELECTRO-MECHANICAL STRUCTURE
DP- 313247	US	7534641	METHOD FOR MANUFACTURING A MICRO-ELECTRO-MECHANICAL DEVICE
DP- 309079	US	11/414851	MICROFLUIDIC VALVE STRUCTURE

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